

the amount of each utility used; and the Contractor shall remove the same prior to final acceptance of the work.

**L. OTHER CONTRACTS**

Adelphia may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Adelphia's employees and carefully fit its own work to such additional work as may be contracted for by Adelphia's employees.

**M. BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefits of the parties hereto, their successors, representatives, and assigns.

**N. SURVIVAL**

The final payment and acceptance by Adelphia shall not relieve Contractor of its obligations to indemnify and protect Adelphia against liens of mechanics and materialmen, nor relieve Contractor of any other obligations provided for in this Agreement which continues beyond the date of such final acceptance.

**O. INVALID PROVISIONS**

Any provisions in this Agreement that may be deemed illegal, invalid, or unenforceable in any state, shall fail by itself in the state, but shall in no way be held to invalidate any of the remaining provisions otherwise not illegal, invalid or unenforceable.

**P. LIMITED LIABILITY**

In no event shall Adelphia be liable to Contractor or its subcontract(s), if any, for indirect, special or consequential damages.

**Q. SUPERSEDING EFFECT**

This Contract supersedes all oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract.

#### 40. NOTICES AND CORRESPONDENCE

All notices and correspondence shall be sent by either party to the other in all matters dealing with this Contract to the following addresses:

A. To Adelphia:

CENTURY MENDOCINO CABLE TV

d/b/a Adelphia Cable Communication  
Main At Water Street  
Coudersport, PA 16915  
Attention: Michael J. Rigas

With Copy to:

Legal Department  
Adelphia Cable Communication  
Main At Water Street  
Coudersport, PA 16915

B. To the Contractor:

PAULEY CONSTRUCTION, INC.

2021 WEST MELINDA LANE

PHOENIX, ARIZONA 85027

Attention: DAN H.

or any other address provided prior written notice is given to the other party.

Revised: November 10, 1999

IN WITNESS WHEREOF, the parties hereto have executed this  
Contract which is effective as of \_\_\_\_\_

Attest:

Michael J. Rigas

Signature:

Michael J. Rigas  
Executive Vice-President

Attest:

Daniel Hernandez

Signature

George Shat

July 7<sup>th</sup>, 2000

DAN HERNANDEZ, GENERAL MANAGER

Printed Name and Title

Revised: November 10, 1999

## EXHIBIT "A"

## STATEMENT OF WORK

INSTALL 185 PAD MOUNTED PWR. SUPPLIES  
COMPLETE 140 MILES AERIAL REBUILD  
COMPLETE 202 MILES AERIAL UPGRADE  
COMPLETE 23 UNDERGROUND REBUILD  
COMPLETE 45 UNDERGROUND UPGRADE  
COMPLETE 25 MILES AERIAL POINT TO POINT FIBER.

Revised: November 10, 1999

EXHIBIT "B"

PAYMENT SCHEDULE

1. SCHEDULE

Payments shall be due to the Contractor in accordance with the following schedule.

WEEKLY INVOICING BY NODE NUMBER.

\* SEE BID PRICE\*

2. INVOICING

The Contractor shall submit an invoice along with the weekly report, signed by authorized personnel from Adelphia and the contractor for each payment. The invoice is then forwarded to the system and signed, from there it is forwarded to Adelphia's Accounts Payable department. Payment will be made approximately sixty (60) days after approval of the invoice by the system.

**EXHIBIT "C"**

**PERFORMANCE SCHEDULE**

The Contractor shall complete the work in accordance with the following schedule.

40 MILES – OCT-NOV 2000	
40 MILES – NOV-DEC 2001	
20 MILES – JAN 2001	
20 MILES – FEB 2001	
50 MILES – MAR 2001	
63 MILES – APR 2001	
75 MILES – MAY 2001	
65 MILES – JUN 2001	
37 MILES – JUL 2001	

Revised: November 10, 1999

**EXHIBIT "D"**

**PROPERTY SCHEDULE**

**ESTIMATED PROPERTY SCHEDULE**

185 POWER SUPPLIES

401 MILES OF ACTIVES AND PASS RF ELECTRONICS

234 OPTICAL NODES

168 LINEAR MILES OF FIBER CABLE

Revised: November 10, 1999

**EXHIBIT "E"**

**EEO POLICY**

It is Adelphia's policy to encourage minority and female entrepreneurs to conduct business with all parts of its operation. For this purpose, Adelphia maintains community contacts and encourages present employees to refer minority and female owned businesses that wish to do business with the company.

ADELPHIA  
Contractor Pricing Format  
Project Name: Mendocino, CA  
(includes Ukiah, Willits, Ft. Bragg)  
Contractor Name: Pauley Construction, Inc.

NOV 27 2000

**Basic Menu for Pricing:**

This basic menu of prices covers the following areas of identified work:

1. Strand
2. Cable
3. Additional Cable
4. Set up Fee
5. Splice
6. Activation/Balance
7. ✓ Power Supply
8. ✓ Wreckout/Disposal
9. ✓ Overlash Coax/A Fiber
10. Delash
11. Delash/Relash
12. ✓ Upgrade Splicing/Activation
13. Integrated Messenger Cable/Conduit
14. ✓ Trenching 18"-24"
15. ✓ Trenching 36"
16. Boring
17. ✓ Asphalt Cut Composite
18. ✓ Dig-Up
19. Install Fiber
20. Overlash Fiber
21. Fiber in Conduit
22. Splice Fiber
23. Fiber Splice Closure
24. Fiber Mid-Entry
25. Re-enter Splice Enclosure
26. ✓ Storage Loops (Customer to be held responsible for damage)
27. ✓ Pole Transfers
28. ✓ Placement of Pedestals

Work which is required but not included in the above menu will be subject to mutual agreement before being added to the menu. This agreement must be sent to corporate for final approval.

**Note:** All pricing includes traffic control and associated permits/licenses.

All construction shall be in compliance with all utility, municipality, highway department, public works, NESC and Adelphia codes and specifications.

All equipment and materials shall be installed in compliance with manufacturer's and/or Adelphia's practices and specifications.

AERIAL

1. Strand – Includes installation of all strand and hardware required for complete and proper construction of a standard CATV plant. Construction will be in accordance with Adelphia Communications Corporation's CONSTRUCTION SPECIFICATIONS, as well as all utility, municipality, highway department and NESC requirements. Specific functions include installation of strand and hardware, guys, anchors, side arms, bonds, vertical grounds and tree trimming, etc., as required.

Strand \$ 0.55 per Strand ft.

2. Cable – Includes the installation of express and/or feeder cable(s) to accommodate a single system with backfeeds. All cable bundles of three (3) or more will be double lashed and feeder cable will be single lashed, except as noted on Adelphia specifications.

Cable \$ 0.53 per CBS ft.

3. Additional Cable – Installation of cables in excess of three cables.

Each Additional Cable \$ 0.20 per CBS ft.

4. Set-up Fee – A trip charge for pulls under 500'

Set-up fee \$ 125.00 ea.

5. Splice – Using RFI fittings, includes the installation of all taps, amplifiers, nodes, and passive devices, with heat shrink tubing or biaqua seal on all fittings and housing-to-housing connectors.

Splice \$ 0.50 per CBS/LT ft.

6. Activation/Balance – Includes the installation of all filters, modules, fuses, etc., required providing RF, AC and reverse continuity for proper plant operation. Includes balance of all nodes, amplifiers, and line extenders to +/- 1 dB of specified operational levels. Also includes documentation of EOL readings at four (4) specified frequencies, and four (4) reverse readings at all actives. In addition, all plant will require proof of compliance for signal leakage as required by the FCC.

Forward Activation/Balance \$ 0.15 per CBS/LT ft.  
Reverse Activation/Balance \$ 0.16 per CBS/LT ft.

7. Power Supply – Includes the placement of power supply, conduit, pad, breaker box, grounding and bonding electrodes, wiring, and meter base (if required), etc. as necessary for power company inspections, approval and activation. (Standby power supplies shall include installation of batteries and inverters.) Installation shall be done in accordance with utility, NESC, NEC and Adelphia specifications.

Standby Capable Aerial Power Supply \$ 750.00 ea.  
Standby Capable Underground Power Supply \$ 750.00 ea.  
Standby Aerial Power Supply \$ 750.00 ea.  
Standby Underground Power Supply \$ 750.00 ea.

8. Wreckout/Disposal – Includes the wreckout and proper disposal of abandoned CATV plant including hardware used to support the original system during the construction of the new system. Contractor has rights to all wreckout materials EXCEPT active electronics and 1GHz passives.

Wreckout \$ 0.25 per ft.

9. Overlash Coax – Includes overlash of coaxial cable to existing system in accordance with utility, NESC and Adelphia specifications. Includes tree trimming, resagging, etc. as required.

Overlash Coax \$ 0.80 per CBS ft.  
Each Additional Cable \$ 0.45 per CBS ft.

10. Delash – Includes the delash (removal) of existing cable(s) as identified in accordance with Adelphia specifications.

Delash \$ 0.65 per CBS ft.

11. Delash/Relash – Includes the delash (removal) of broken lashing wire and the relash of plant in accordance with Adelphia specifications.

Delash/Relash \$ 0.81 per CBS ft.

12. Upgrade Splicing/Activation – Includes all necessary splicing and/or re-splicing of all nodes, actives, taps and passives. Activation and balance to within +/- 1 dB of specified operational levels; reconnecting of existing drops with replacement of "F" connector as necessary, termination of all unused tap ports, bonding and grounding as required. Documentation of EOL readings at four (4)-specified frequencies plus four (4) reverse readings at all actives and CL1 compliance as required by the FCC.

Forward Upgrade Splicing/Activation/Balance \$ 0.74 per CBS/LT ft.  
Reverse Activation/Balance \$ 0.16 per CBS/LT ft.

13. Integrated Messenger Cable/Conduit – Includes the installation of integrated messenger cable and/or conduit as well as all hardware, guys, anchors, side arms, bonds, vertical grounds, tree trimming, etc. as required in accordance with utility. NESC and Adelphia specification.

Integrated Messenger Cable/Conduit \$ 1.50 per ft.

#### UNDERGROUND

14. Trenching 18" to 24" – Price includes all labor to trench, place all conduit(s) and/or cable(s), all restoration to original condition, placement of all pull boxes, risers, pedestals, underground warning tapes; locate wire, vaults, fiber markers, etc. The installation of all grounding and bonding electrodes as required by utilities, NESC and Adelphia specifications, etc. Includes all notification of landowners, utilities, municipalities, highway departments, public works, and "No Cuts" or like entity, etc., as required.

Trench 18" to 24" without conduit \$ 7.50 per LT ft.

Trench 18" to 24" with conduit \$ 8.50 per LT ft.

Trench 18" to 24" with conduit and coax \$ 9.50 per LT ft.

15. Trenching 36" – Price includes all labor to trench; place all conduit(s) and/or cable(s). All restoration to original condition, placement of all pull boxes, riser, pedestals, underground warning tapes, locate wire, vaults, fiber markers, etc., and installation of all grounding and bonding electrodes as required by utilities, NESC and Adelphia specifications, etc. Includes all notification of landowners, utilities, municipalities, highway departments, public works, and "No Cuts" or like entity etc., as required.

Trench 36" without conduit \$ 10.00 per LT ft.

Trench 36" with conduit \$ 10.50 per LT ft.

Trench 36" with conduit and coax \$ 11.50 per LT ft.

16. Boring – Price includes boring, placing of any conduit(s), placement of cable(s), including all notification of land owners, utilities, municipalities, highway departments, public works departments, etc., as required. All restoration to original condition, placement of all pedestals, warning tapes, locate wires, etc. and installation of all grounding and bonding electrodes as required by local codes and/or Adelphia construction specifications as measured from edge to edge of the obstruction being bored.

Up to 2" conduit Boring \$ 16.00 per LT ft.  
Each Additional 2" conduit \$ 1.50 per LT ft.

3" conduit Boring \$ 16.25 per LT ft.  
Each additional 3" conduit \$ 3.50 per LT ft.

4" Conduit Boring \$ 16.25 Per LT ft.  
Each Additional 4" conduit \$ 7.50 per LT ft.

17. Asphalt Cut Composite – Price includes all labor to cut and/or trench paved surfaces including the placement of all cable(s), conduit(s), and/or fibers. All restoration to original condition, notification of all land owners, utilities, municipalities, highway departments, public works departments, "No Cuts", or like organization, etc., in compliance with local codes and/or Adelphia specifications.

Asphalt Cut 24" \$ 17.27 per LT ft.  
 Asphalt cut 36" \$ 19.95 per LT ft.

18. Dig-Up – Price includes all labor to reach existing fiber or coax/conduit

Dig-Up \$ 250.00 ea.

## FIBER

\*Note: All fiber prices include double lashing (two (2) or more fiber cables), identification tags, record of pulling tension, sequential numbering at pole locations, and installation of snowshoes on all fiber counts 72 and greater or smaller counts where required to maintain proper clearances.

19. Install Fiber – Includes the installation of fiber cable(s) to bare strand in accordance with Adelphia specifications.

Install Fiber \$ 0.74 per FBS ft.  
 Each Additional Fiber \$ 0.50 per FBS ft.

20. Overlash Fiber – Includes the overlash of fiber cable(s) to existing system in accordance with Adelphia specifications including tree trimming, resagging, etc.

Overlash Fiber \$ 0.84 per FBS ft.  
 Each Additional Fiber \$ 0.50 per FBS ft.

21. Fiber in Conduit – Includes the placement of fiber in the conduit system including the installation of storage loops (up to 10%) and riser guards, in accordance with Adelphia specifications.

Fiber in Conduit \$ 0.75 per LT ft.  
 Overpull Fiber in Existing Conduit \$ 1.50 per LT ft.

22. Splice Fiber – Included all necessary preparation, documentation (OTDR recordings at 1310nm and 1550nm), and fusion splicing of fiber optic cable(s) in accordance with Adelphia specifications. Splice loss shall be no greater than .05 dB using two way averaging.

Splice Fiber \$ 40.00 per fusion splice

23. Fiber Splice Closure – Installation of splice closure and storage of slack loop on the strand.

Fiber Splice Closure \$ 200.00 ea.

24. Fiber Mid-Entry – Preparation of fiber for a mid-entry splice only.

Fiber Mid-Entry \$ 300.00 ea.

25. Re-enter Splice Enclosure- Price to re-enter splice enclosure.

Re-enter \$ 150.00 ea.

26. Storage Loops – Excess fiber cable will be pulled into storage loops at points noted on construction prints: At these points, slack footage will be stored in underground vaults or, in the case of aerial overlash, looped and secured with snowshoes as needed.

Aerial \$ 100.00 ea.

Underground \$ 50.00 ea.

27. Pole Transfers

In-Line \$ 65.00 ea.

Deadend \$ 90.00 ea.

Double Deadend \$ 125.00 ea.

In-Line with Side Guy \$ 90.00 ea.

28. Placement of Pedestals.

Tap \$ 35.00 ea.

Directional Coupler with Tap \$ 45.00 ea.

Line Extender \$ 55.00 ea.

Amplifier \$ 65.00 ea.

Node \$ 125.00 ea.

**ADELPHIA**  
**Contractor Pricing Format**  
**Project Name: Mendocino, Ca.**  
**(Includes Ukiah, Willits & Ft. Bragg)**  
**Contractor Name: Pauley Construction, Inc.**  
**Utility Make-Ready Construction**

Utility Make-Ready Construction	Unit Cost
Place anchor placement/removal	
Place anchor plate	
A) 5/8" x 6' E/W 6" anchor plate	<u>\$ 195.00 ea.</u>
B) 3/4" x 9' E/W 8" anchor plate	<u>\$ 250.00 ea.</u>
C) 1" x 10' E/W 10" anchor plate	<u>\$ 250.00 ea.</u>
D) 1-1/4" x 10' E/W 10" anchor plate	<u>\$ 275.00 ea.</u>
E) 1" x 10' E/W 20" anchor plate	<u>\$ 275.00 ea.</u>
F) 1-1/4" x 10' E/W 24" anchor plate	<u>\$ 275.00 ea.</u>
Place Manta Ray Anchor	
A) 3/4" x 10" E/W 8" Manta Ray	<u>\$ 195.00 ea.</u>
B) 1" x 10' E/W 8" Manta Ray	<u>\$ 225.00 ea.</u>
Anchor removal (all sizes)	<u>\$ 50.00 ea.</u>
Down Guy Placement	
A) 4M down guy	<u>\$ 35.00 ea.</u>
B) 6M down guy	<u>\$ 40.00 ea.</u>
C) 10M down guy	<u>\$ 45.00 ea.</u>
D) 16M down guy	<u>\$ 50.00 ea.</u>
E) 25M down guy	<u>\$ 60.00 ea.</u>
Down guy removal (all sizes)	<u>\$ 20.00 ea.</u>
Install Queenpost	<u>\$ 60.00 ea.</u>
Relocate Queenpost	<u>\$ 60.00 ea.</u>
Place overhead guy (all sizes)	<u>\$ 50.00 ea.</u>
Overhead guy removal (all sizes)	<u>\$ 35.00 ea.</u>
Reposition down guy on anchor rod	<u>\$ 25.00 ea.</u>

PAULEY 0064

Transfer guy to new anchor rod	\$ 40.00 ea.
Transfer guy to new pole	\$ 40.00 ea.
Place guy guard	\$ 5.00 ea.
Remove and place guy guard	\$ 8.50 ea.
Place auxiliary eye	\$ 12.50 ea.
Relocate auxiliary eye on same rod	\$ 12.50 ea.
Reconnect existing drop	\$ 8.00 ea.
Resag span	\$ 150.00 ea.
Place new drop	\$ 40.00 ea.
Place spreader bolt and hardware	\$ 25.00 ea.
Remove or rework spreader bolt	\$ 15.00 ea.
Replace (1) span of strand	\$ 75.00 ea.
Remove (1) span of strand	\$ 50.00 ea.
Splice broken strand; delash and relash cable, and place supports (per scan)	\$ 175.00 ea.
Place crossover clamp	\$ 5.00 ea.
Place box guard	\$ 12.00 ea.
Place tree guard	\$ 7.50 ea.
Trim trees and dispose of (per foot)	Hourly ft
Re-secure hardware	\$ 15.00 ea.
Remove and replace insulation at request of others	\$ 20.00 ea.
Remove guard / extension arm	\$ 65.00 ea.
Raise & lower aerial plant	\$ 47.00 ea.
Re-work dead and pole	\$ 65.00 ea.

Place guard / extension arm	\$ 65.00 ea
Install vertical ground and rod	\$ 37.00 ea.

Revised: 3/17/00

Submitted by:

Contractor Name: Pauley Construction, Inc.Address: 2021 West Melinda Lane  
Phoenix, Arizona 85027

Signed:

Name: Daniel Hernandez  
(Please Print)Title: General ManagerDate: June 16, 2000

Witness:

Approved by:

Adelphia: \_\_\_\_\_

Address: 1 North Main StreetCoudersport, PA 16915

Signed:

Name: Thomas A. Niddel, Jr.  
(Please Print)Title: Vice President of Project ManagementDate: November 14, 2000Witness: Kris BartonDe M Jones 7/6/00



**PAULEY**

*People Making a Difference*

## ADELPHIA

### PRICE MODIFICATION

Engineering/Permitting  
Mendocino County, CA

1.	Walkout / Fielding includes Strand / Trench footages, existing and proposed anchoring, overhead guy's pole types; identify risers, ped / vault locations, house / lot counts; service / drop pole footages est. from existing plant, visual observation of make ready problems, Landmarks such as city offices, schools, churches, etc. Coordination with the City and County for existing maps to utilities and R.O.W. includes hand drawn maps, on velum or paper, to show landmarks and tie down footages.	\$ 50/Lt. Ft
2.	Walkout / Fielding and Auto Cad Drafting of Power Supply to include permit to the City and/or County.	\$ 150.00 / ea
3.	AutoCad Drafting of Permits (Aerial or Underground) to include submittal to the City or County (\$150.00 minimum per locations).	\$ 50/Lt. Ft
4.	Plotting: A 8 1/2" X 11" B. 11" X 17" C. 16" X 24" D. 24" X 36" E. 36" X 48"	\$ 2.00 \$ 3.00 \$ 6.00 \$ 8.00 \$ 12.00
5.	Hourly Cad drafting for items not covered by per Ft or UT. Must have written authorization, scope of work, and hourly not to exceed 40 hours per week.	\$ 53.00 / hr
6.	Make ready Engineering All applications will be typed. Includes profile of pole and all copies to be submitted.	\$ 12.00 / Per
7.	Pre-field for Project Management, Pre-fielding for permits and conduit verification.	\$ 25 / ft
8.	Right of way / easement agent Individual is qualified to read and interpret engineering drawing, legal and non-property owners and understands the permit acquisition process.	\$ 77.50 / hr

PAULEY CONSTRUCTION, INC.

ADELPHIA

Submitted by:

Accepted by:

Date:

Date:

PAULEY CONSTRUCTION, INC.  
2021 W. Melinda Lane - Phoenix, AZ 85027  
(623) 869-1104 - (623) 869-9088

PAULY Adelphia price modification 09.06.01

PAULEY 0068

JAN 3 0 2002

Mendocino County

**ADELPHIA**  
**Contractor Pricing Format**  
**Project Name: Mendocino, Ca.**  
**(Includes Ukiah, Willits & Ft. Bragg)**  
**Contractor Name: Pauley Construction, Inc.**  
**Utility Make-Ready Construction**

Utility Make-Ready Construction	Unit Cost
Place anchor placement/removal	
Place anchor plate	<u>\$ 195.00 ea.</u>
A) 5/8" x 6' E/W 6" anchor plate	<u>\$ 250.00 ea.</u>
B) 3/4" x 9' E/W 8" anchor plate	<u>\$ 250.00 ea.</u>
C) 1" x 10' E/W 10" anchor plate	<u>\$ 275.00 ea.</u>
D) 1- 1/4" x 10' E/W 10" anchor plate	<u>\$ 275.00 ea.</u>
E) 1" x 10' E/W 20" anchor plate	<u>\$ 275.00 ea.</u>
F) 1-1/4" x 10' E/W 24" anchor plate	<u>\$ 275.00 ea.</u>
Place Manta Ray Anchor	
A) 3/4" x 10" E/W 8" Manta Ray	<u>\$ 195.00 ea.</u>
B) 1" x 10' E/W 8" Manta Ray	<u>\$ 225.00 ea.</u>
Anchor removal (all sizes)	<u>\$ 50.00 ea.</u>
Down Guy Placement	
A) 4M down guy	<u>\$ 35.00 ea.</u>
B) 6M down guy	<u>\$ 40.00 ea.</u>
C) 10M down guy	<u>\$ 45.00 ea.</u>
D) 16M down guy	<u>\$ 50.00 ea.</u>
E) 25M down guy	<u>\$ 60.00 ea.</u>
Down guy removal (all sizes)	<u>\$ 20.00 ea.</u>
Install Queenpost	<u>\$ 60.00 ea.</u>
Relocate Queenpost	<u>\$ 60.00 ea.</u>
Place overhead guy (all sizes)	<u>\$ 50.00 ea.</u>
Overhead guy removal (all sizes)	<u>\$ 35.00 ea.</u>
Reposition down guy on anchor rod	<u>\$ 25.00 ea.</u>

Transfer guy to new anchor rod	\$ 40.00 ea.
Transfer guy to new pole	\$ 40.00 ea.
Place guy guard	\$ 5.00 ea.
Remove and place guy guard	\$ 8.50 ea.
Place auxiliary eye	\$ 18.50 ea.
Relocate auxiliary eye on same rod	\$ 12.50 ea.
Reconnect existing drop	\$ 8.00 ea.
Resag span	\$ 150.00 ea.
Place new drop	\$ 40.00 ea.
Place spreader bolt and hardware	\$ 25.00 ea.
Remove or rework spreader bolt	\$ 15.00 ea.
Replace (1) span of strand	\$ 75.00 ea.
Remove (1) span of strand	\$ 50.00 ea.
Splice broken strand, delash and relash cable, and place supports (per span)	\$ 175.00 ea.
Place crossover clamp	\$ 5.00 ea.
Place box guard	\$ 12.00 ea.
Place tree guard	\$ 7.50 ea.
Trim trees and dispose of (per foot)	Hourly ft
Re-secure hardware	\$ 15.00 ea.
Remove and replace insulation at request of others	\$ 20.00 ea.
Remove guard / extension arm	\$ 65.00 ea.
Raise & lower aerial plant	\$ 47.00 ea.
Re-work dead and pole	\$ 65.00 ea.

Place guard / extension arm	\$ 65.00 ea
Install vertical ground and rod	\$ 37.00 ea

PAULEY 0071

ORIGINAL

CATV MAKE READY PRICING

## CATV MAKEREADY

LABOR  
COST

1 Resag existing CATV drop to new system Replace ALL existing "F" conn; Place Jumper cables & resecure traps; O/H to strand, U/G to stake.	O/H: <u>\$ 24.50</u> U/G: <u>\$ 24.50</u>
2 Install copper bond to Telco plant	<u>\$ 16.50</u>
3 Install 5/8" x 8" ground rod with vertical ground & molding A) concrete cut/remove/replace B) asphalt cut/remove/replace	<u>\$ 37.50</u> <u>\$ 15.75</u> <u>\$ 8.75</u>
4 Install anchor/place downguy w/insulator CATV ONLY 5/8 x 6'	<u>\$ 195.50</u>
5 Install guy to existing anchor CATV ONLY 1/4"	<u>\$ 37.50</u>
6 Install overhead guy	<u>\$ 55.00</u>
7 Install sidewalk guy	<u>\$ 125.50</u>
8 Install guy guard	<u>\$ 12.00</u>
9 Install/rework guard arm (Install Kick block)	<u>\$ 67.50</u>
10 Install Californian extension arm/side arm	<u>\$ 67.50</u>
11 Install/place pole hardware	<u>\$ 25.50</u>
12 Raise/lower existing TV grade (install dowel)	<u>\$ 67.50</u>
13 Cut through bolt (G.O.95)	<u>\$ 12.00</u>
14 Resecure all CATV pole hardware	<u>\$ 22.50</u>
15 Rework/change-out existing deadend lead Rework corner pole hardware	<u>\$ 115.00</u>

16 Rework/replace existing hardware \$ 15.50



**CATV MAKEREADY**

**LABOR  
COST**

17 Transfer CATV facilities to new pole (G.O.95)	<u>\$ 67.50</u>
18 Install tree guard	<u>\$ 8.00</u>
19 Install box guard	<u>\$ 12.50</u>
20 Tree trimming (disposal)	per foot <u>\$ 2.10</u>
21 Install pole step	each <u>\$ 16.50</u>
22 Wreck-out CATV plant and hardware Trim back cable (G.O.95)	per foot <u>\$ 0.28</u>
23 Install insulator in existing downguy	<u>\$ 29.75</u>

A handwritten signature in black ink, appearing to read "W. PAULEY".

Submitted by:

Approved by:

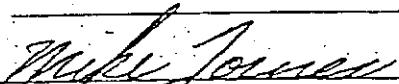
PAULEY CONSTRUCTION, INC.

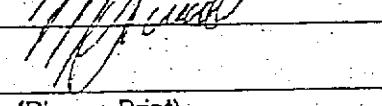
Contractor Name: Adelphia:

Address: 2021 W Melinda Land Address:

Phoenix, AZ 85027

Signed: 

Signed: 

Name: 

Name: Mike Zomes

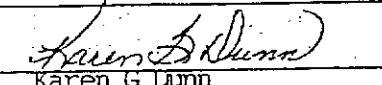
(Please Print)

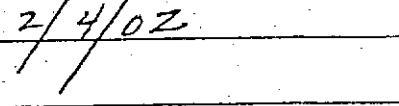
Title: District Project Manager

Title: Vice President

Date: January 14, 2002

Date: 2/4/02

Witness: 

Witness: 

Karen G. Dunn  
Contract Manager

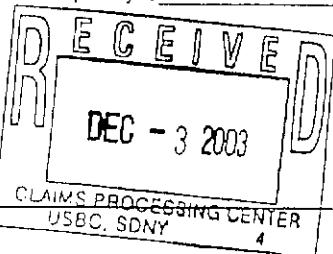
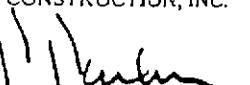
UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM Chapter 11	(This space is for Court use only)
Name of Debtor  CENTURY MENDOCINO CABLE TELEVISION, INC.	Bankruptcy Case No.  02-41780 (REG)		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		Adelphia Communications, Etc. 02-41729 (REG) 0000003110	
Name of Creditor (The person or other entity to whom the Debtor owes money or property):  PAULEY CONSTRUCTION, INC.			
Name and address where notices should be sent:  PAULEY CONSTRUCTION, INC. 2021 W. Melinda Lane Phoenix, AZ 85027 623-581-1200	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you never received any notices from the Bankruptcy Court in this case. <input checked="" type="checkbox"/> Check box if this address differs from address on the envelope sent to you by the Court.		
Number by which Creditor identifies Debtor: ADENCA	<input type="checkbox"/> Check here if this claim replaces <input checked="" type="checkbox"/> amends a previously filed claim - date: 10/2/02; This proof of claim reflects a subpart of the general proof of claim filed on 10/2/02 in the amount of <b>\$7,848,040.43</b> in Case No. 02-41729 (REG)		
1. Basis for Claim: <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other:	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries and compensation (fill out below) Your Social Security No.: _____ Unpaid compensation for services performed from _____ to _____ (Date) (Date)		
2. Date debt was incurred: 11/15/01 - 6/25/02	3. If court judgment, date obtained: _____		
4. Total Amount of Claim at Time Case Filed: \$4,251,595.08 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. Secured Claim  <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other	6. Unsecured Priority Claim.  <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority: \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4) <input type="checkbox"/> Up to \$2100* of deposits toward purchase, lease or rental of property or services for personal, family or household use - 11 U.S.C. §507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. §507(a)(7) <input type="checkbox"/> Taxes or penalties owed to government units - 11 U.S.C. §507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)( )		
Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____   *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			

EXHIBIT C

UNITED STATES BANKRUPTCY COURT Southern District of New York	PROOF OF CLAIM Chapter 11 Page 2	
Name of Debtor  CENTURY MENDOCINO CABLE TELEVISION, INC.	Bankruptcy Case No.  02-41780 (REG)	
<p>7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p>8. Supporting Documents: <i>Attach copies of supporting documents</i>, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>See attached</p> <p>9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p> <p>Date: September <u>30</u>, 2003        Sign and print the name and title, if any, of the creditor or other person authorized to file this claim        (attach copy of power of attorney, if any):</p> <p>PAULEY CONSTRUCTION, INC.          By: <u>Perry Pauley</u>, President</p>		
<p><i>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.</i></p>		

## PAULEY CONSTRUCTION, INC.

## ADELPHIA PROOF OF CLAIM BY CUSTOMER

CUSTOMER	CASE #	SYSTEM	INVOICE #	AMOUNT	INVOICE DATE	CURRENT DATE	# OF DAYS
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF61	\$ 13,489.00	11/15/2001	09/22/2003	677
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EK01	\$ 300.00	11/29/2001	09/22/2003	663
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MK67	\$ 15,062.01	12/11/2001	09/22/2003	551
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF63	\$ 7,316.00	12/18/2001	09/22/2003	444
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF64	\$ 9,580.50	01/04/2002	09/22/2003	627
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF65	\$ 751.00	01/10/2002	09/22/2003	621
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF64	\$ 7,772.27	01/10/2002	09/22/2003	621
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF66	\$ 273.00	01/16/2002	09/22/2003	615
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF65	\$ 8,175.22	01/24/2002	09/22/2003	507
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF67	\$ 1,476.00	01/25/2002	09/22/2003	506
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF68	\$ 352.00	02/06/2002	09/22/2003	506
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF71	\$ 64.00	03/06/2002	09/22/2003	501
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF72	\$ 4,442.00	03/13/2002	09/22/2003	499
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	ADK10345-24	\$ 23,344.65	03/14/2002	09/22/2003	559
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF75	\$ 38,222.77	03/14/2002	09/22/2003	558
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK100	\$ 135,510.00	03/14/2002	09/22/2003	558
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK99	\$ 7,185.03	03/15/2002	09/22/2003	557
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF73	\$ 600.00	03/21/2002	09/22/2003	551
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK103	\$ 10,666.07	03/21/2002	09/22/2003	551
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF76	\$ 27,724.20	03/21/2002	09/22/2003	551
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF83	\$ 01,761.85	03/21/2002	09/22/2003	551
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK101	\$ 15,228.84	03/21/2002	09/22/2003	551
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK105	\$ 10,125.00	03/25/2002	09/22/2003	551
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK103	\$ 40.00	03/25/2002	09/22/2003	547
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF70	\$ 103,245.32	03/28/2002	09/22/2003	544
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK102	\$ 31,739.62	03/28/2002	09/22/2003	544
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK104	\$ 2,452.82	03/28/2002	09/22/2003	544
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF77	\$ 37,189.88	03/28/2002	09/22/2003	544
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF84	\$ 43,506.90	03/28/2002	09/22/2003	544
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	ADK10345-29	\$ 94.60	04/03/2002	09/22/2003	544
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF78	\$ 23,647.75	04/04/2002	09/22/2003	538
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK106	\$ 23,584.93	04/04/2002	09/22/2003	537
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK104	\$ 14,242.90	04/04/2002	09/22/2003	537
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK106	\$ 2,786.56	04/08/2002	09/22/2003	537
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK107	\$ 280.00	04/10/2002	09/22/2003	533
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	ADK10345-31	\$ 65,182.23	04/10/2002	09/22/2003	531
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF71	\$ 14,514.66	04/11/2002	09/22/2003	531
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF89	\$ 13,920.00	04/11/2002	09/22/2003	530
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF88	\$ 28,470.00	04/11/2002	09/22/2003	530
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF86	\$ 65,073.50	04/11/2002	09/22/2003	530
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF76	\$ 1,060.00	04/11/2002	09/22/2003	530
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF79	\$ 10,006.33	04/11/2002	09/22/2003	530
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK105	\$ 26,758.32	04/11/2002	09/22/2003	530
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK107	\$ 7,734.79	04/11/2002	09/22/2003	530

Case # 02257-CW

## PAULEY CONSTRUCTION, INC.

## ADELPHIA PROOF OF CLAIM BY CUSTOMER

CUSTOMER	CASE #	SYSTEM	INVOICE #	AMOUNT	INVOICE DATE	CURRENT DATE	# OF DAYS AGING
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF72	\$ 93,760.66	04/15/2002	09/22/2003	Case 4:07-cv-02257-CW Filed 04/25/007 Page 29 of 494
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF91	\$ 51,590.00	04/18/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF77	\$ 3,621.00	04/18/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK108	\$ 39,531.39	04/18/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	ADK10345-34	\$ 110.00	04/18/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF87	\$ 95,567.20	04/18/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF73	\$ 99,550.95	04/18/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF72	\$ 2,950.80	04/18/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF80	\$ 28,480.30	04/18/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK10B	\$ 137,207.96	04/18/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK109	\$ 120,200.54	04/25/2002	09/22/2003	523
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK109	\$ 16,078.90	04/25/2002	09/22/2003	516
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF93	\$ 10,220.00	04/29/2002	09/22/2003	512
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF90	\$ 139,235.20	04/29/2002	09/22/2003	512
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AFB1	\$ 43,003.82	04/29/2002	09/22/2003	512
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	ADK10345-36	\$ 10,531.75	04/30/2002	09/22/2003	512
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF74	\$ 36,174.13	04/30/2002	09/22/2003	511
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF95	\$ 5,080.00	05/02/2002	09/22/2003	509
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF92	\$ 143,542.87	05/03/2002	09/22/2003	508
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF76	\$ 3,472.70	05/03/2002	09/22/2003	508
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK111	\$ 22,340.00	05/03/2002	09/22/2003	508
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF75	\$ 68,328.61	05/03/2002	09/22/2003	508
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AFB2	\$ 35,766.39	05/03/2002	09/22/2003	508
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF96	\$ 2,940.00	05/07/2002	09/22/2003	504
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	ADK10345-38	\$ 2,003.87	05/07/2002	09/22/2003	504
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	EF79	\$ 40.00	05/07/2002	09/22/2003	504
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF77	\$ 60,506.88	05/08/2002	09/22/2003	504
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF78	\$ 1,628.46	05/08/2002	09/22/2003	503
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF94	\$ 178,262.00	05/08/2002	09/22/2003	503
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF83	\$ 24,235.63	05/08/2002	09/22/2003	503
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK111	\$ 48,048.91	05/09/2002	09/22/2003	503
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK112	\$ 80,371.28	05/09/2002	09/22/2003	502
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK110	\$ 24,388.66	05/10/2002	09/22/2003	501
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF73	\$ 19,032.89	05/13/2002	09/22/2003	501
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF79	\$ 0.410.50	05/13/2002	09/22/2003	500
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF80	\$ 09,789.34	05/15/2002	09/22/2003	498
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF84	\$ 9,580.69	05/16/2002	09/22/2003	496
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF97	\$ 07,594.90	05/16/2002	09/22/2003	495
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK110	\$ 20,133.82	05/17/2002	09/22/2003	495
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK113	\$ 41,220.06	05/17/2002	09/22/2003	494
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF98	\$ 97,526.95	05/17/2002	09/22/2003	494
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF85	\$ 3,803.50	05/17/2002	09/22/2003	494
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF86	\$ 212,310.39	05/22/2002	09/22/2003	489
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF99	\$ 146,021.97	05/22/2002	09/22/2003	489

## PAULEY CONSTRUCTION, INC.

## ADELPHIA PROOF OF CLAIM BY CUSTOMER

CUSTOMER	CASE #	SYSTEM	INVOICE #	AMOUNT	INVOICE DATE	CURRENT DATE	# OF DAYS AS INC
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF82	\$ 49,156.87	05/23/2002	09/22/2003	1288
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK112	\$ 9,469.71	05/23/2002	09/22/2003	488
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK113	\$ 50,739.49	05/23/2002	09/22/2003	488
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK114	\$ 142,130.19	05/23/2002	09/22/2003	488
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK115	\$ 15,113.42	05/23/2002	09/22/2003	488
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF83	\$ 43,203.82	05/30/2002	09/22/2003	488
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF84	\$ 25,541.75	06/03/2002	09/22/2003	481
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK114	\$ 16,030.56	06/04/2002	09/22/2003	477
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	ADK10345-40	\$ 21,979.66	06/04/2002	09/22/2003	476
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK116	\$ 70,771.83	06/04/2002	09/22/2003	476
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF85	\$ 20,816.14	06/05/2002	09/22/2003	476
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MK74	\$ 14,806.30	06/06/2002	09/22/2003	475
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MK75	\$ 2,212.45	06/08/2002	09/22/2003	474
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UK117	\$ 58,951.45	06/09/2002	09/22/2003	472
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AK115	\$ 3,832.40	06/09/2002	09/22/2003	471
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	ADK10345-5	\$ 8,750.00	06/10/2002	09/22/2003	471
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF86	\$ 9,433.66	06/20/2002	09/22/2003	470
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MK76	\$ 18,666.95	06/20/2002	09/22/2003	460
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF87	\$ 42,534.07	06/23/2002	09/22/2003	457
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF100	\$ 29,651.01	06/23/2002	09/22/2003	457
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF87	\$ 8,228.48	07/01/2002	09/22/2003	449
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	UF101	\$ 61,638.72	07/02/2002	09/22/2003	448
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	AF88	\$ 10,586.69	07/02/2002	09/22/2003	448
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	ADK10345-40	\$ 1,480.00	07/15/2002	09/22/2003	448
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MF88	\$ 12,765.31	07/16/2002	09/22/2003	434
CENTURY MENDOCINO CABLE TELEVISION, INC.	02-41780	MENDOCINO COUNTY, CA	MK77	\$ 768.26	07/16/2002	09/22/2003	34
CENTURY MENDOCINO CABLE TELEVISION, INC. Total				\$ 4,261,595.08			084
				\$ 4,261,595.08			

Case 4:07-cv-02257-CWF Document 4-5 Filed 04/25/07 Page 30 of 43

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re	) Chapter 11 Cases
Adelphia Communications Corporation, <u>et al.</u> ,	) Case No. 02-41729 (REG)
Debtors.	) (Jointly Administered)

**NOTICE OF TRANSFER OF CLAIM PURSUANT TO F.R.B.P. RULE 3001(E)(2)**

Transferor: Pauley Construction, Inc.  
2021 West Melinda Lane  
Phoenix, AZ 85027  
Attn: Polly Terrill

*Your claims in the aggregate amount of \$7,810,099.71 against the Debtors have been transferred to:*

Transferee: Canpartners Investments IV, LLC  
9665 Wilshire Boulevard, Suite 200  
Beverly Hills, CA 90212  
Attn: Mitchell Julis

No action is required if you do not object to the transfer of your claim. However, IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:

- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court  
Alexander Hamilton Custom House  
Attn: Bankruptcy Clerk  
One Bowling Green  
New York, NY 10004-1408

- SEND A COPY OF YOUR OBJECTION TO THE TRANSFeree:  
Refer to INTERNAL CONTROL No. \_\_\_\_\_ in your objection.  
If you file an objection, a hearing will be scheduled.

IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFeree WILL BE SUBSTITUTED ON OUR RECORDS AS THE CLAIMANT.

---

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first party, by first class mail, postage prepaid on \_\_\_\_\_, 2004.  
INTERNAL CONTROL NO. \_\_\_\_\_.  
Copy: (check) Claims Agent \_\_\_\_\_ Transferee \_\_\_\_\_ Debtor's Attorney \_\_\_\_\_

---

Deputy Clerk

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re	)	Chapter 11 Cases
Adelphia Communications Corporation, <u>et al.</u>	)	Case No. 02-41729 (REG)
Debtors.	)	(Jointly Administered)
	)	

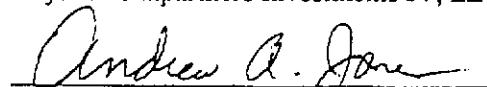
**NOTICE OF TRANSFER OF CLAIM PURSUANT TO FEDERAL RULE OF  
BANKRUPTCY PROCEDURE 3001(e)(2)**

PLEASE TAKE NOTICE that all right, title and interest in and to the claims against the above-captioned debtors that were originally filed by the claimant Pauley Construction, Inc. through eight proofs of claim filed on or about December 3, 2003 in the aggregate amount of at least \$7,810,099.71, which have been docketed as Claim Nos. 3116, 3115, 3114, 3113, 3110, 3111, 3109 and 3108 in the Claims Register of Bankruptcy Services LLC, who were appointed as Noticing and Claims Agent by order of the Bankruptcy Court for the Southern District of New York on or around June 27, 2002, have been transferred to Canpartners Investments IV, LLC ("Canpartners Investments"). A true and correct copy of that certain "Assignment of Claim" dated December 18, 2003, which evidences the foregoing transfer of claims, is attached hereto as Exhibit 1.

Dated: January 16, 2004

SIDLEY AUSTIN BROWN & WOOD LLP  
Attorneys for Canpartners Investments IV, LLC

By:

  
Andrew A. Jones (CA 218170)  
(A Member of the Firm)

555 West Fifth Street, Suite 4000  
Los Angeles, CA 90013  
Telephone: (213) 896-6000

## **EXHIBIT 1**

## ASSIGNMENT OF CLAIM

## 1. Identification of the parties:

Seller:	Buyer:
PAULEY CONSTRUCTION, INC.	CANPARTNERS INVESTMENTS IV, LLC
2021 West Melinda Lane	9665 Wilshire Boulevard, Suite 200
Phoenix, Arizona 85027	Beverly Hills, California 90212
Telephone: 623-581-1200	Telephone: 310-247-2700
Fax: 623-869-9088	Fax: 310-247-2701
ATTN: Poly Terrell	ATTN: Mitchell Julis

2. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby absolutely and unconditionally sells, transfers and assigns unto Buyer, its successors and assigns, all rights, title and interest in and to the claim(s) and any reclamation claim(s) (collectively, the "Claim," as defined below) of Seller against Adelphia Communications Corporation, ACC Telecommunications, LLC, Century Colorado Springs Partnership, Century Mendocino Cable Television, Inc., Century-TCI California LP, Mickelson Media, Inc., Monument Colorado Cablevision, Inc., Southwest Colorado Cable, Inc., Yuma Cablevision, Inc., and Adelphia Special Schedules / Adelphia Communications Corporation (collectively, the "Debtor"), the debtor-in-possession in the chapter 11 reorganization case, Case Nos. 02-41729, 02-41863, 02-41774, 02-41780, 02-41741, 02-41782, 02-41932, 02-41769, 02-41868, and 02-41729 (collectively, the "Case"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Claim is defined as all of Seller's right, title and interest in the Proof of Claim (defined below), all rights to receive principal, interest, all rights of stoppage in transit, replevin and reclamation, fees, expenses, damages, penalties and other amounts in respect of or in connection with any of the foregoing, and all other claims, causes of action and voting and other rights arising under or relating to any of the foregoing, including, without limitation, all of Seller's rights to receive cash, securities, instruments and/or other property or distributions issued in connection with any of the foregoing or the Case. The Claim includes claims against persons other than the Debtor or that arise under the Bankruptcy Code or any applicable law.

## 3. Seller represents and warrants the following:

Proofs of claim have been duly and timely filed in the Case in the aggregate amount of \$7,810,099.71 (the "Proof of Claim Amount") and a true and complete copy of each of the proofs of claim is attached hereto as Exhibit A (collectively, the "Proof of Claim"). The Proof of Claim has not been revoked, withdrawn, or otherwise retracted or modified and no right thereunder has been waived, and all statements in such Proof of Claim are true and correct as of the date thereof. Buyer shall be deemed to be the owner of the Claim in the amount set forth in such Proof of Claim, subject to the terms of this Assignment, and shall be entitled to identify itself as the owner of the Proof of Claim on the records of the Bankruptcy Court.

4. Seller further represents and warrants that as of the date of this Assignment: (a) the Claim is a valid and non-contingent claim in at least the amount of the Proof of Claim; (b) the Claim is a valid, enforceable claim against the Debtor; (c) no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Assignment of Claim ("Assignment") by Seller; (d) this Assignment has been duly authorized, executed and delivered by Seller and Seller has the requisite power and authority to execute, deliver and perform this Assignment; (e) this Assignment constitutes the valid, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms; (f) Seller has not filed a petition seeking protection under the Bankruptcy Code; (g) no payment or other distribution has been received by Seller, or by any third party on behalf of Seller, in full or partial satisfaction of, or in connection with, the Claim; (h) no portion of the Claim has been sold, assigned or pledged to any third party in whole or in part; (i) the Claim is not subject to any factoring agreement; (j) Seller owns and has and is hereby selling to Buyer good and sole legal and beneficial title to the Claim free and clear of any and all liens, security interests, encumbrances or claims of any kind or nature whatsoever as any such liens, security interests, or encumbrances shall attach instead to the sales proceeds received by Seller hereunder; (k) the basis for the Claim is amounts due and owing by the Debtor arising from the sale of goods or merchandise or the rendering of services to the Debtor; (l) Seller has no liability or obligation related to or in connection with the Claim or the Case; (m) other than the Proof of Claim referred to herein in paragraph 2, no proof of claim has been or will be filed by or on behalf of Seller in the Case or any related proceeding with respect to the claim being sold; (n) no objection to the Claim has been filed or threatened; and (o) the Claim is not subject to any defense, claim or right of setoff, reduction, impairment, avoidance, disallowance, subordination or preference action, in whole or in part, whether on contractual, legal or equitable grounds, that have been asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or affect its validity, priority or enforceability.

5. Seller is aware that the consideration being paid by Buyer hereunder may differ both in kind and amount from the amount ultimately distributed with respect to the Claim pursuant to any plan of reorganization which is confirmed for the Debtor. Seller represents that it has adequate information concerning the financial condition of the Debtor and the Case to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Buyer, and based on such information as Seller has deemed appropriate, made its own decision to enter into this Assignment. Seller is aware that information which may be pertinent to Seller's decision to transfer the Claim is available to Seller and can be obtained from the Bankruptcy Court's files. Seller further represents that Seller is not and has never been an "insider" of the Debtor (as defined in Section 101(31) of the Bankruptcy Code) or a member of any official or unofficial committee in respect of the Case.

6. Seller acknowledges that: (a) Buyer currently may have, and later may come into possession of, information relating to the Debtor that is not known to Seller and that such information may be material to Seller's decision to assign the Claim to Buyer ("Seller Excluded Information"); (b) Seller has determined to assign the Claim notwithstanding its lack of knowledge of the Seller Excluded Information; and (c) Buyer shall have no liability to Seller,

and Seller waives and releases any claims that it might have against Buyer with respect to the non-disclosure of the Seller Excluded Information.

7. Buyer acknowledges that: (a) Seller currently may have, and later may come into possession of, information relating to the Debtor that is not known to Buyer and that such information may be material to Buyer's decision to assign the Claim to Seller ("Buyer Excluded Information"); (b) Buyer has determined to assign the Claim notwithstanding its lack of knowledge of the Buyer Excluded Information; and (c) Seller shall have no liability to Buyer, and Buyer waives and releases any claims that it might have against Seller with respect to the non-disclosure of the Buyer Excluded Information.

8. Seller agrees that in the event Seller shall receive any payments or distributions with respect to or relating to the Claim after the date hereof, Seller shall accept the same as Buyer's agent and shall hold the same in trust on behalf of and for the sole benefit of Buyer, and shall promptly deliver the same forthwith to Buyer in the same form received (free of any withholding, set-off, claim or deduction of any kind), within five (5) business days in the case of cash ("Cash Distribution") and within ten (10) business days in the case of securities, which are in good deliverable form, with the endorsement of Seller when necessary or appropriate.

9. Seller hereby irrevocably appoints Buyer with full power of substitution as its true and lawful attorney and authorizes Buyer to act in Seller's name, place and stead, to demand, sue for, compromise and recover all such sums of money which now are, or may hereafter become due and payable for, or on account of the Claim herein assigned. Seller grants unto Buyer full authority to: (a) do all things necessary to enforce the Claim and Seller's rights thereunder or related thereto pursuant to this Assignment; (b) agree to less favorable treatment for the Claim than other similarly situated claims; (c) agree with the Debtor to allow the Claim in a lesser amount than the Proof of Claim Amount, (d) vote and file proofs of claim in the Case, and (e) to change the name and address and other contact information of the claimholder record with respect to the Claim. Seller agrees that the powers granted by this paragraph are discretionary in nature and exercisable at the sole option of Buyer. Buyer shall have no obligation to take any action to prove, defend, demand or take any action with respect to the Claim or otherwise in the Case. Seller agrees to execute, acknowledge and deliver all such further certificates, instruments and other documents, and to take all such further action as may be reasonably necessary or appropriate to effect assignment of the Claim and all interests therein to Buyer, to reasonably cooperate with and assist Buyer in enforcing the Claim and to otherwise effectuate the intent of this Assignment; provided, however, that Seller is not obligated to incur any expense or cost to satisfy the provisions of this Section. With the prior written consent of Seller, given in its sole and absolute discretion, Buyer may sell, transfer or assign the Claim, or any portion thereof, together with all right, title and interest of Buyer and all obligations of Buyer in and to this Assignment (the purchaser or transferee of the Claim from the Buyer is defined as the "Beneficial Owner").

10. All representations, warranties, covenants and agreements contained herein shall survive the execution and delivery of this Assignment and the purchase and sale of the Claim and shall inure to the benefit of, be binding upon and enforceable by the parties hereto and Buyer's successors and assigns. Any claim or controversy arising between Buyer and Seller under this

Assignment shall be brought in any state or federal court located in Phoenix, Arizona. Seller and Buyer each irrevocably and unconditionally consents to personal jurisdiction by the Arizona Courts in any action to enforce, interpret or construe any provision of this Assignment, and also hereby irrevocably waives: (a) trial by jury; (b) any defense of improper venue; or (c) forum non conveniens, to any such action brought in the Arizona Courts. Seller and Buyer consent to service of process by certified mail at its address listed above. Seller and Buyer further irrevocably agrees that any action to enforce, interpret or construe any provision of this Assignment will be brought only in the Arizona Courts and not in any other court.

11. This Assignment shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to any choice of law principles thereof.

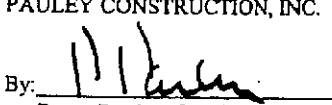
IN WITNESS WHEREOF, the undersigned has duly executed this Assignment of Claim by its duly authorized representative dated December 18, 2003.

PAULEY CONSTRUCTION, INC.

By: Perry Pauley  
Name: Perry Pauley  
Title: President

**EXHIBIT "A"**

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM Chapter 11	(This space is for Court use only)
Name of Debtor	Bankruptcy Case No.		
ADELPHIA SPECIAL SCHEDULES/ Adelphia Communications Corp. et al	02-41729 (REG)		
<p><b>NOTE:</b> This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</p>			
Name of Creditor (The person or other entity to whom the Debtor owes money or property):			
PAULEY CONSTRUCTION, INC.			
Name and address where notices should be sent:	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you never received any notices from the Bankruptcy Court in this case. <input checked="" type="checkbox"/> Check box if this address differs from address on the envelope sent to you by the Court.		
Number by which Creditor identifies Debtor: ADEDHS (Highland Carlsbad Cablevision, Inc.)	<input type="checkbox"/> Check here if this claim replaces <input checked="" type="checkbox"/> amends a previously filed claim - date: 10/2/02; This proof of claim reflects a subpart of the general proof of claim filed on 10/2/02 in the amount of \$7,848,040.43 in Case No. 02-41729 (REG)		
<b>1. Basis for Claim:</b> <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other:	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries and compensation (fill out below) Your Social Security No.: _____ Unpaid compensation for services performed from _____ to _____ (Date) (Date)		
2. Date debt was incurred: 4/03/02-6/25/02	3. If court judgment, date obtained: _____		
<b>4. Total Amount of Claim at Time Case Filed: \$889,773.89</b> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. Secured Claim	6. Unsecured Priority Claim.		
<input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other	<input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority: \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4)		
Value of Collateral: \$ _____	<input type="checkbox"/> Up to \$2100* of deposits toward purchase, lease or rental of property or services for personal, family or household use - 11 U.S.C. §507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. §507(a)(7) <input type="checkbox"/> Taxes or penalties owed to government units - 11 U.S.C. §507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)( )		
*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			

UNITED STATES BANKRUPTCY COURT Southern District of New York	PROOF OF CLAIM Chapter 11 Page 2	
Name of Debtor  ADELPHIA SPECIAL SCHEDULES/ Adelphia Communications Corp. et al	Bankruptcy Case No.  02-41729 (REG)	
<p><b>7. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p><b>8. Supporting Documents:</b> <i>Attach copies of supporting documents</i>, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SENT ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>See attached</p> <p><b>9. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p> <p>Date: September <u>30</u>, 2003        Sign and print the name and title, if any, of the creditor or other person authorized to file this claim        (attach copy of power of attorney, if any):</p> <p>PAULEY CONSTRUCTION, INC.          By: <u>Perry Pauley</u>        Perry Pauley, President</p>		
<p><i>Penalty for presenting fraudulent claim:</i> Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.</p>		

## PAULEY CONSTRUCTION, INC.

## ADELPHIA PROOF OF CLAIM BY CUSTOMER

CUSTOMER	CASE #	SYSTEM	INVOICE #	AMOUNT	INVOICE DATE	CURRENT DATE	AG	#
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH11	\$ 86,722.72	04/03/2002	09/22/2002	5	Case 4-5
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH12	\$ 27,749.90	04/04/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	AH11	\$ 7,447.25	04/04/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	ADH10411-6	\$ 14,850.18	04/11/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH14	\$ 102,050.72	04/11/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH13	\$ 57,920.00	04/30/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH15	\$ 79,080.00	04/30/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	ADH10410-7	\$ 7,777.09	05/01/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH16	\$ 32,628.49	05/10/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	AH12	\$ 12,732.25	05/10/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH17	\$ 27,374.55	05/15/2002	09/22/2002	5	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH18	\$ 152,018.84	05/20/2002	09/22/2002	4	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	AH13	\$ 5,598.40	06/14/2002	09/22/2002	4	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH20	\$ 26,529.56	06/19/2002	09/22/2002	4	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	AH14	\$ 4,051.79	07/18/2002	09/22/2002	4	
HIGHLAND CARLSBAD CABLEVISION, INC.		DESERT HOT SPRINGS, CA #342	UH19	\$ 245,244.15	07/18/2002	09/22/2002	4	
<b>HIGHLAND CARLSBAD CABLEVISION, INC. Total</b>				\$ 889,773.89				
				\$ 889,773.89				

Name of Debtor	Bankruptcy Case No.
YUMA CABLEVISION, INC.	02-41868 (REG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the Debtor owes money or property):	
PAULEY CONSTRUCTION, INC.	

Name and address where notices should be sent:	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you never received any notices from the Bankruptcy Court in this case. <input checked="" type="checkbox"/> Check box if this address differs from address on the envelope sent to you by the Court.
PAULEY CONSTRUCTION, INC. 2021 W. Melinda Lane Phoenix, AZ 85027 623-581-1200	

Number by which Creditor identifies Debtor: ADEYUM	<input type="checkbox"/> Check here if this claim replaces <input checked="" type="checkbox"/> amends a previously filed claim - date: 10/2/02; This proof of claim reflects a subpart of the general proof of claim filed on 10/2/02 in the amount of \$7,848,040.43 in Case No. 02-41729 (REG)	
--	--	--

## 1. Basis for Claim:

Goods sold  
 Services performed  
 Money loaned  
 Personal injury/wrongful death  
 Taxes  
 Other:

Retiree benefits as defined in 11 U.S.C. § 1114(a)  
 Wages, salaries and compensation (fill out below)

Your Social Security No.:

Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_  
 (Date) (Date)

2. Date debt was incurred: 1/10/02-6/25/02

3. If court judgment, date obtained: \_\_\_\_\_

4. Total Amount of Claim at Time Case Filed: \$936,849.51

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

## 5. Secured Claim

Check this box if your claim is secured by collateral (including a right of setoff)  
 Brief Description of Collateral:

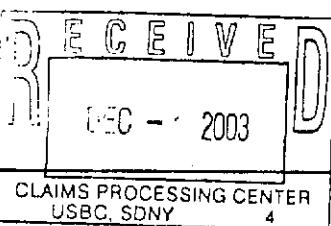
Real Estate  Motor Vehicle  Other

Value of Collateral: \$ \_\_\_\_\_

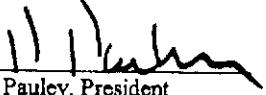
Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ \_\_\_\_\_

## 6. Unsecured Priority Claim.

Check this box if you have an unsecured priority claim  
 Amount entitled to priority: \$ \_\_\_\_\_  
 Specify the priority of the claim:  
 Wages, salaries, or commissions (up to \$4650)\* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(3)  
 Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4)  
 Up to \$2100\* of deposits toward purchase, lease or rental of property or services for personal, family or household use - 11 U.S.C. §507(a)(6)  
 Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. §507(a)(7)  
 Taxes or penalties owed to government units - 11 U.S.C. §507(a)(8)  
 Other - Specify applicable paragraph of 11 U.S.C. §507(a)( )  
 \*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.



CLAIMS PROCESSING CENTER  
USBC, SDNY

UNITED STATES BANKRUPTCY COURT Southern District of New York	PROOF OF CLAIM Chapter 11 Page 2	
Name of Debtor  YUMA CABLEVISION, INC.	Bankruptcy Case No.  02-41868 (REG)	
<p><b>7. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p><b>8. Supporting Documents:</b> <i>Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of trading accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS.</i> If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>See attached</p> <p><b>9. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p> <p>Date: September <u>30</u>, 2003        Sign and print the name and title, if any, of the creditor or other person authorized to file this claim        (attach copy of power of attorney, if any):</p> <p>PAULEY CONSTRUCTION, INC.</p> <p>By:         Perry Pauley, President</p>		
<p><i>Penalty for presenting fraudulent claim:</i> Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.</p>		